

SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS (15 CFR 350) RATING:

| | | |
|--|---|---|
| 2. CONTRACT NO. | 3. SOLICITATION NO. DTRS57-00-R-20030 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) |
| 5. DATE ISSUED July 28, 2000 | 6. REQUISITION/PURCHASE REQ. NO. 25-3142 | |
| 7. ISSUED BY CODE DOT/RSPA/VNTSC/DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093 | 8. ADDRESS OFFER TO (If other than Item 7) DOT/RSPA/VNTSC Attn: Edward Wirtanen, DTS-852 55 Broadway, Kendall Square Cambridge, MA 02142-1093 | |

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and * copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **, until 2:00 P.M. local time on **September 18 , 2000**. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.
* See L.3 C; ** See block 8.

10. FOR INFORMATION CALL: A. NAME: Edward R. Wirtanen
B. TELEPHONE NO.: (617)494-2421 (No Collect Calls)

11. TABLE OF CONTENTS

PART/SECTION DESCRIPTION

PART I - THE SCHEDULE

- A SOLICITATION/CONTRACT FORM
- B SUPPLIES OR SERVICES AND PRICES/COSTS
- C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
- D PACKAGING AND MARKING
- E INSPECTION AND ACCEPTANCE
- F DELIVERIES OR PERFORMANCE
- G CONTRACT ADMINISTRATION DATA
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PART II - CONTRACT CLAUSES

- I CONTRACT CLAUSES

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J LIST OF ATTACHMENTS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

- K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
- L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
- M EVALUATION FACTORS FOR AWARD

EXCEPTION TO STANDARD FORM 33

STANDARD FORM 33 (REV-4-85)
FAR (48 CFR) 53.214(C)

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (120 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 Calendar days ____% 20 Calendar days ____% 30 Calendar days ____% ____ Calendar days ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:

| AMENDMENT NO | DATE | AMENDMENT NO | DATE |
|--------------|------|--------------|------|
|--------------|------|--------------|------|

15A. NAME AND ADDRESS OF OFFEROR
 Code: Facility:

16. NAME AND TITLE OF PERSON
 AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN ITEM 25:(4 copies unless otherwise specified)

24. ADMINISTERED BY CODE
 (If other than Item 7)

25. PAYMENT WILL BE MADE BY CODE
 DOT/RSPA/VNTSC/DTS-823
 55 Broadway, Kendall Square
 Cambridge, MA 02142-1093

26. NAME OF CO 27. UNITED STATES OF AMERICA 28. AWARD DATE

(Type or Print)

(Signature of CO)

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE (May 1999)

- A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.
- B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm-fixed-price (FFP), cost-plus-award-fee (CPAF), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's (CO) discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR). Performance-based task orders will be used to the maximum extent practicable.
- C. Individual CPFF orders will be issued on a completion-type basis pursuant to FAR 16.306 whenever possible. If a completion-type task order is not appropriate, a term-type task order may be issued pursuant to FAR 16.306(d)(2).
- D. The Contract Line Item Number (CLIN) structure provided in Section B.4 below establishes a CLIN for the four contract types/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering FFP, CPAF, CPFF completion, and CPFF term tasks. A task will be issued in only one type, and individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task. In general, these terms and conditions are clear on their face with regard to applicability. However, where applicability is unclear, the contract clauses that apply only to a certain type of contract will be identified.

B.2 CONTRACT LIMITATIONS (May 1999)

- A. Multiple Contract Awards: (TO BE COMPLETED AT TIME OF AWARD) contracts have been awarded under Volpe Center Solicitation DTRS57-00-R-20030.
- B. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed \$115 million. The maximum value on any single contract is not fixed. As more orders are issued under one contract, the value of orders which can be issued under the remaining contracts drops by an equal amount.
- C. Minimum Guarantee: The guaranteed minimum is a single task of at least \$50,000 for each contract, to be met before expiration of the Ordering period.

B.3 CONTRACT SCOPE (May 1999)

The contractor, acting as an independent contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS (MAY 1999)

| CLIN | SERVICES |
|--------|--|
| 0001 | Technological capabilities and skills to support programmatic activities in the area of Physical Security Systems in accordance with the terms and conditions of this contract and the contract types set forth below. |
| 0001AA | Firm-fixed-price type |
| 0001AB | Cost-plus-award-fee type |
| 0001AC | Cost-plus-fixed-fee completion type |
| 0001AD | Cost-plus-fixed-fee term type |

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Physical Security Systems (PSS)

C.1 OBJECTIVE AND BACKGROUND

C.1.1 OBJECTIVE

The objective of this procurement is to acquire the services of multiple contractors with expertise and capabilities in the analysis and projection of security requirements and the design, development, and deployment of integrated physical security systems (PSS) and/or components of such systems.

C.1.2 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is an organization within the Research and Special Programs Administration of the Department of Transportation (DOT). The Volpe Center provides research, analysis, and system deployment services to the Department and other Federal, State, and local agencies in connection with the transportation-, logistics-, and operations-related components of their missions.

The Volpe Center is industrially funded by sponsoring organizations. The portfolio of projects performed for sponsors varies in number, scope, and content over the course of any year. The Volpe Center's staffing strategy uses a combination of Federal and contractor employees to meet the broad range and number of skills needed to support projects. Through task order contracts and on-site technical support contracts, the Volpe Center can respond to uncertain, near, and long-range requirements of these technical projects by establishing a pool of easily-accessed technical resources. The Volpe Center is presently utilizing this staffing strategy in meeting the needs of several sponsoring organizations in reducing the vulnerabilities of facilities, systems, and personnel to physical and cyber attacks.

Presidential Decision Directive (PDD) 62 - Counter Terrorism, PDD 63 - Critical Infrastructure Protection, and PDD 67 - Enduring Constitutional Government, highlight the potential of attacks against the United States. The PDDs also propose new, more systematic approaches to preparing for and mitigating the consequences of attacks faced by the United States today and in the future. The Volpe Center plans to continue its support to components of the Department and other agencies in responding to these threats by assuring to the maximum degree the safety, security, and operability of elements of the Nation's infrastructure. As the DOT and other Federal, State, and local agencies move forward to increase their organizations' physical security systems, specialized skills and expertise will be required to carry out this work.

C.2 SCOPE OF WORK

The scope of the work under this contract addresses the protection of physical assets and people. This includes the protection of the several modes of transportation, logistic and governmental functions, facilities, and operations from sabotage and terrorist attacks. The contract addresses physical security tasks. Cyber security work (e.g., protection of databases, systems, and networks) is being performed under other contracts. However, if cyber security is an integral part of a physical security study, a system to be developed, or a system to be deployed, it may be included under this contract.

The work is segmented into four major activities:

1. Analysis and Planning
2. Technology Assessment and Development
3. System Design, Development, Integration, and Deployment
4. Project Management

Each of these activities is described more fully in Part C.3, below. Broadly, these activities include assessments of national and specific security requirements; development of security plans; development of data in support of policy studies; assessment and development of security technologies; and the design, development, and deployment of new, or enhancements of existing, security systems or components for both stationary and mobile assets.

The locations where work may be performed will vary from the contractor's facility to geographically dispersed sites.

C.3 FUNCTIONAL AREAS OF WORK

The contractor shall provide the necessary labor, equipment, and material to perform the work and deliver the products as described in task orders and technical memoranda. Task orders within the scope of this contract may be issued in any of the following areas:

C.3.1 ANALYSIS AND PLANNING

The contractor may be required to perform (in the context of C.2) threat formulations and assessments, vulnerability assessments, risk analyses, and other studies and analyses that will contribute to policies, procedures, and security systems that will provide the maximum deterrence, and minimum harm, if attacked, at the lowest cost. These efforts may apply to entire sectors (e.g., the railroad system) or to single buildings and their contents. These analyses may provide data for the formulation of national policies and/or inputs for the establishment of design requirements for facilities. The contractor shall apply system engineering, operations research, engineering design, economics, and other scientific disciplines in these efforts. The contractor shall have the ability to acquire, when needed, specialized support for the analysis of specialized subsystems of the several transportation modes.

(a) Threat Assessments

The contractor may be required to develop scenarios that identify potential adversaries, their skills, capabilities, dedication and number, and potential targets. The potential targets, the likelihood of attempted attacks, and impacts shall be further defined on the basis of known baseline system attributes and security measures in place. Threat analyses for modified systems (e.g., with added security features) will also be required.

(b) Vulnerability Assessments

The contractor may be required to assess systems, functions, subsystems, components, and facilities for their susceptibility to attack. For stationary elements, the environment of the elements shall be considered. For transportation systems (including inter-modal facilities), the entire operational environment shall be considered. The attacks may include sabotage; the manual destruction of equipment; the use of conventional weapons and bulk explosives; and the use of chemical, biological, and nuclear weapons or devices. Threats may also include other criminal activities such as theft, vandalism, and attacks against people. In the assessments, the contractor shall define the potential modes of delivery of these means of harm. The inter-relationship among the subject systems and other systems, functions, and facilities shall be considered in the assessments. In assessing vulnerabilities (and threats), factors such as the accessibility to sensitive or critical areas, the presence of workers and non-workers, the resistance of structures and equipment to attack, and the time to repair/recover shall be included.

(c) Risk Analyses

The contractor may be required to perform risk analyses on the basis of potential threats and vulnerabilities. Risk analyses shall be performed for existing, conceptualized, and planned infrastructure elements and operations. Several levels of risk may be derived from combinations of probability of attack, the severity of the resulting damage, and the resulting impacts.

(d) Development of Security Requirements

Based on results obtained from the risk analyses and potential security procedures and security technologies, the contractor may be required to conceptualize practical alternative security requirements.

(e) Cost Analyses

The contractor may be required to determine the life-cycle cost of meeting security requirements derived from the above and for other security systems.

(f) Contingency and Emergency Response Plan Development and Auditing

The contractor may be required to prepare contingency and emergency response plans. In the preparation of these plans, the contractor shall consider all the impacts on a community, sector, or region(s) due to injuries, the damage to a facility, infrastructure or operation, and the loss of an intended function. Considerations such as accelerated re-building; unified command structures; pre-positioning of water, food, critical equipment, and medical supplies; and the redirection of passenger, freight, and communication traffic shall be included. The contractor may also be required to audit or evaluate contingency and emergency response plans developed by others.

(g) Evaluation of Countermeasures (for Prevention and Mitigation of Harm)

The contractor may be required to evaluate alternative methods to prevent, reduce the severity of, and mitigate the impacts of terrorist attacks, sabotage, and other sources of harm. Mitigation and countermeasures techniques may include, but are not limited to, available technologies and systems, policies, procedures, and training. As part of a risk assessment, the contractor may be required to evaluate the potential effectiveness of alternative policies or procedures and alternative countermeasures for reducing vulnerabilities or the impact of an attack. These evaluations may include studies of the effectiveness of various countermeasures to reduce blast effects, alternative chemical or explosives screening techniques or sensors, and cost/benefit analysis for alternative measures and levels of security system enhancement. There may be instances where expertise in applying non-technology solutions will be required.

(h) Strategic Planning

The contractor may be required to provide support for strategic planning activities and long-range projections of system security requirements and developments.

(i) Policy Analysis and Development

The contractor may be required to assist in the development of data for policies that will institute an effective security program in an organization or facility. In addition, the contractor may be required to provide data required for the formulation of national policies.

(j) Security Audits

The contractor may be required to perform security audits for systems and facilities. For facilities, audits shall include security considerations such as perimeter security, entry security, interior security, and security plans.

C.3.2 TECHNOLOGY ASSESSMENT AND DEVELOPMENT

The contractor may be required to perform in-depth technology assessments of existing and proposed security technologies. The contractor must have the capability to modify, develop, and prototype subsystems or devices to meet specific security needs, including:

- Entry point screening of vehicles, packages, personnel, and visitors;
- Data encryption, trusted databases and system administration;
- Biometrics and other methods for advanced user authentication;
- Command, control, and communication integral to security systems;
- Explosives/chemical/biological/nuclear/radiological detection and/or effect mitigation;
- Video surveillance and monitoring;
- Digital video storage and transmission;
- Intrusion detection sensors or systems for facilities; and
- Detection of tampering in transportation operations and at inter-modal facilities.

Tasks in this area may address all phases of security, including prevention, mitigation, monitoring, recovery, and enforcement.

C.3.3 SECURITY SYSTEM DESIGN, DEVELOPMENT, INTEGRATION, AND DEPLOYMENT

The contractor may be required to design, develop, integrate, deploy, and monitor security systems, subsystems, and components. These designs shall fully integrate optimum equipment and products. Equipment readily available on the commercial market shall be utilized to the maximum extent practicable. Security system design may include structures; hardware; electronics; computer systems; communication systems; skills required for operation; and system-user interface, procedures, and training. Any elements of work below may apply:

(a) Conceptual System Definition

The contractor may be required to define candidate conceptual systems and subsystems for the protection of the specified element(s) of a facility, system, or personnel. Trade-off studies shall be performed and rankings applied on the basis of criteria provided by the Government. During this effort, the mission, interfaces, and operational environment shall be considered. All possible security requirements (including cyber security requirements) shall be evaluated and consolidated and checked against potential threats, vulnerabilities, impacts, and security systems already in place.

(b) System Synthesis

The contractor may be required to transform specified operational and security needs into optimum security system or subsystem configurations and requirements subject to constraints provided by the Government. This may include system definition, definition of operating environment(s), overall system design, design integrity, system optimization, cost effectiveness, intra-system and inter-system compatibility assurance, preparation of equipment and component performance specifications, software specifications and integration, and definition of reliability and maintainability requirements.

(c) System Design

The contractor may be required to perform all functions associated with the design of a system, subsystem, and component. This may include preparation of layouts; assembly and detail drawings; specifications for parts to be acquired; specifications for system integration and validation; procedures and specifications for the acceptance of parts, subsystems, and material; wiring schematics; and installation drawings and instructions.

This task may include system simulations and bench or laboratory tests of subsystems and components. Procedures, devices, structures, and measures against physical, chemical, biological, and cyber penetration shall be evaluated, utilizing state-of-the-art analytical, simulation, and test methods.

(d) Production/Acquisition of Subsystems and Components

The contractor may be required to produce and/or purchase components consistent with task order requirements. This includes verification that all standards and specifications are met, and it includes acceptance of components from vendors.

(e) System Installation, Integration and Test

The contractor may be required to install and integrate required systems, subsystems, and components and perform all tests and simulations to ensure the acceptability of these in regard to function, safety, environmental conditions, reliability, maintainability, and all other applicable requirements.

(f) Post-Deployment System Monitoring, Maintenance and Repair

The contractor may be required to monitor, maintain and repair/modify installed systems as required by the Government.

C.3.4 PROJECT MANAGEMENT

The contractor may be required to maintain a formal Project Management System, including utilizing Microsoft Project-compatible software, and perform, maintain, and document periodically the results from the following program management activities:

- Work breakdown structures (WBS) development (utilizing three or more levels);
- Cost analyses and financial management;
- Project control (schedules, progress tracking, expenditures, consistency with resource allocation, WBS, reviews, and configuration management);
- Program risk analyses;
- Configuration management;
- Project reviews;
- Supplier control; and
- Reporting.

The contractor may be required to prepare and conduct reviews of the program. These may include the following:

- General progress reviews;
- System design reviews;
- Software specification reviews;
- Preliminary design reviews;
- Critical design reviews;
- Test readiness reviews;
- Functional configuration audits;
- Physical configuration audits;
- Formal qualification reviews; and
- Installation readiness reviews.

The contractor may be required to recommend specific streamlining of such reviews when applicable.

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

The contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

- Name of contractor;
- Contract number;
- Task order number;
- Description of items contained therein;
- Consignee's name and address; and
- If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS."

SECTION E -INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| | | |
|-----------|---|------------|
| 52.246-02 | INSPECTION OF SUPPLIES - FIXED PRICE | (AUG 1996) |
| 52.246-03 | INSPECTION OF SUPPLIES - COST REIMBURSEMENT | (APR 1984) |
| 52.246-04 | INSPECTION OF SERVICES - FIXED-PRICE | (AUG 1996) |
| 52.246-05 | INSPECTION OF SERVICES - COST REIMBURSEMENT | (APR 1984) |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | (APR 1984) |

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items rejected shall be corrected in accordance with the applicable clauses.

Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the CO or designee.

SECTION F -DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

| <u>CLAUSE NO.</u> | <u>CLAUSE TITLE</u> | <u>DATE</u> |
|-------------------|---|-------------|
| 52.242-15 | Stop-Work Order ¹ | (AUG 1989) |
| 52.242-15 | Stop-Work Order Alternate I ² | (APR 1984) |
| 52.247-34 | F.O.B. Destination | (NOV 1991) |
| 52.247-55 | F.O.B. Point For Delivery of Government-Furnished Property | (APR 1984) |

F.2 CONTRACT PERIOD OF PERFORMANCE (MAY 1999)

- A. The ordering period of this contract is five years from the effective date of award (See Section I, FAR 52,216-18, Ordering). The contractor shall not be required to make deliveries under this contract beyond six years from date of award. (See Section I, FAR 52.216-22).
- B. The period of performance, deliverables, and milestones shall be specified in each task order.

F.3 DELIVERIES (JULY 2000)

Delivery of supplies, services, written documents, etc.(including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant CO and/or designated CO's Technical Representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORT (MAY 1999)

- A. A contractor who has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the CO or his designee not later than the 15th

¹ Applicable to fixed price task orders

² Applicable to cost reimbursement task orders

of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain the following information:

(1) A listing of all new task orders accepted for the preceding month, including for each:

- a. Task order number and date of issuance;
- b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
- c. Amount obligated under task order;
- d. Total potential task order amount (including options);
- e. Key milestones (including date of first and last deliverable);
- f. Subcontractor information, if applicable, including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s), and success in meeting Subcontracting Plan goals;
- g. Type of task order (i.e., FFP, CPFF, CPAF); and
- h. Key personnel assigned to task order, including prime contractor contact point and phone number for task order.

(2) A listing of all ongoing task orders (excluding those from paragraph above), including:

- a. Task order number and date of issuance;
- b. Any modifications to the task order;
- c. Summary of dollars expended to date per task order;
- e. Estimated percentage of work yet to be completed on the task order; progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
- f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.

(3) A listing of all completed task orders, including:

- a. Task order number and date of issuance;
- b. Number and value of modifications issued for the task order;
- c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;

- d. Total dollar amount of task order, including modifications;
- e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
- f. Any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
- g. Status of performance evaluation comments.

(4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.

D. Any data submitted in response to paragraphs (A) through (C) above, along with other relevant information, may be included in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS (MAY 1999)

A monthly progress report shall be submitted for each task order. The Volpe Center may require that the report be submitted in a designated format. Unless otherwise prescribed in the task order, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
- C. Detailed technical description of the work planned for the next reporting period.
- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
- E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.6 MONTHLY TASK ORDER COST REPORTS (JULY 2000)

Monthly cost reports will be submitted by the contractor, except for fixed-price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task, including subcontract hours; and (2) elements of cost by direct loaded dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be discussed. The costs that have been committed but are unpaid to date

will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the task order. Within thirty (30) days after completion of work under the task order, the contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order; and in the case of a cost underrun, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center may require that the report be submitted in a designated format.

F.7 TECHNICAL REPORTS - TASK ORDER CONTRACTS (DEC 1999)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report(s) may be used for major tasks and may include earlier letter-type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center COTR or Task Order COTR and, if necessary, will be modified and resubmitted. The contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Contract Progress Report:

- 1 copy CO or Administrative CO (ACO)
- 1 copy COTR

B. Monthly Task Order Progress Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy Task Order COTR (TOCOTR)

C. Monthly task order Cost Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy TOCOTR

D. Technical Reports

The number of copies and recipients will be determined in each task order. The contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.9 DOCUMENTATION OF COMPUTER PROGRAMS (MAY 1999)

The contractor shall fully document all computer programs first produced in performance of this contract. Unless otherwise specifically agreed to by the CO in writing, the contractor shall deliver the final codes in executable form accompanied by the source and object codes and appropriate support documentation.

F.10 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the CO when granting permission claim to copyright as required by FAR 52.227-14(c).

F.11 WARRANTIES (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.12 LICENSES (MAY 1999)

With respect to any computer software, databases, or other licensed product acquired for use by the Government, the contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

F.13 PLACE OF CONTRACT PERFORMANCE (MAY 1999)

Performance in or use of Government facilities by the contractor is not authorized under this contract without the prior approval of the CO. This approval will be in the form of a modification to the contract or task order

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 TAR 1252. 242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATION (OCT 1994)

- A. The CO may designate Government personnel to act as the CO's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The CO will provide a written notice of such designation to the contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- B. The CO cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the CO.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (JULY 2000)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the contractor's proposals, offers, or quotations upon request of the CO and approving contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to inspecting and monitoring the contractor's work, determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract, acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned, and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The CO may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

G.3 ORDERING (MAY 1999)

- A. The Government will order any supplies and services to be furnished under this contract by issuing task orders on Optional Form 347 or an agency-prescribed form by mail, facsimile, or electronically. In addition to the CO, the following individuals are authorized ordering officers:

Designated Administrative COs

- B. A Standard Form 30 will be used to modify task orders.
- C. A representative authorized by the contractor shall acknowledge receipt of each task order within three (3) calendar days.
- D. Each task order issued may incorporate the contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order, set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.
- E. Under no circumstances will the contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer.

G.4 TASK ORDERS ISSUED UNDER MULTIPLE AWARD CONTRACTS (JULY 2000)

- A. All contractors shall be provided a fair opportunity to be considered pursuant to the procedures set below for each task order to be issued unless:

- (1)The Government's need for the services or property ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling that need;
- (2)Only one contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;

- (3)The task order should be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order;
 - (4)It is necessary to place the order with a particular contractor in order to satisfy a minimum order; or
 - (5)It is necessary to limit competition to meet preference program goals. Contractors under the 8(a) program may be awarded task orders up to \$3,000,000 per year. The \$3,000,000 cap does not apply to task orders awarded on a competitive basis, or issued pursuant to the exceptions specified in Paragraph H.4 (A) 1 through 4 above.
- B. The Government's objective is to keep the task order procedures simple and inexpensive for all parties to the contract. Therefore, the Government will not follow the source procedures in FAR Subpart 15.3. Unless the procedures in paragraph (A) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:
- (1)The Government will examine existing information already in the Government's possession such as an awardee's original proposal and proposals in response to Task Order Requests for Proposal (TORFP) (labor rates, indirect rates, technical/management approaches, etc.) and current past performance report records. As work proceeds under this contract, past performance report records submitted with the original proposal will be de-emphasized in favor of past performance reports received on task orders performed under this contract. The Government's examination of existing information will be conducted in light of the functional and/or technical areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement. Brief surveys may also be conducted to determine which awardees have interest and capability in a particular requirement.
 - (2)Once the Government determines which awardees will be asked to submit a proposal for the requirement, the CO may contact contractors to identify resource availability and price/cost for well-defined tasks. The CO may issue written requests to the contractors requesting the submission of written and/or oral or videotaped technical offers for complex tasks where a technical approach, as well as resource availability and price/cost, need to be considered.

- (3) A written cost proposal will always be required for all task orders to be issued under this contract. The cost proposal shall include detailed cost/price information for all resources required to accomplish the task (i.e., labor hours, rates, travel, incidental equipment, etc.). Proposals submitted for cost-type task orders will be based on average category rates or current salary rates (whichever method the contractor customarily uses), as indicated by the contractor's or the subcontractor's current payroll data, and the current provisional indirect rates, as indicated by the latest indirect rate negotiation from the cognizant auditor of the contractor. Offerors shall provide current, up-to-date copies of the negotiated provisional indirect rates for the contractor and any subcontractors with their offers for individual task orders unless this information has previously been provided to the CO. Offerors shall also provide an explanation of any significant difference (10 percent or more) between any labor rate proposed and the rate proposed under the base contract. Any significant difference between the ratio of administrative hours to professional hours proposed for the task order versus the ratio of administrative hours proposed to professional hours for the base contract must be explained. Any significant inconsistency between the type and amount of other direct costs (ODCs) proposed for the task and the type and ODCs proposed under the base contract must also be justified. Both "sanitized" and "unsanitized" cost proposals will be required. "Unsanitized" cost proposals are complete cost proposals which include all required information. "Sanitized" cost proposals shall exclude all company proprietary or sensitive data but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs.
- (4) Offerors who are not small businesses shall submit a Small Business, Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan for each task order equal to or exceeding \$500,000. For those Offerors that have an approved Master Subcontracting Plan under the contract, only subcontracting information relating to the particular task order will be required. The Subcontracting Plan submitted must be acceptable to the CO in order for a contractor to be considered for award of a task.
- (5) Each TORFP will include the following: (a) the Statement of Work (SOW); (b) the evaluation criteria that will be used to evaluate the offers; (c) the components of the offer (technical and/or price/cost or other factors) to be submitted; (d) the format for submission; (e) the timeframe for submission of the offer; (f) applicable Representations, Certifications, and Other Statements of Offerors; and (g) any other relevant instructions to the contractor.

- (6) Upon receipt of a TORFP, the contractor may submit an offer to the CO which must include the technical, cost, and any other information requested. The proposal must be submitted by the time specified in the request.
- (7) The method of evaluation and selection of an awardee for a task order will be identified in the TORFP. Selection methods may include award to lowest evaluated cost/technically acceptable offer or the highest composite technical/price score. The method of evaluation, weighting, and selection will be described in individual task order solicitations.
- (8) The Government shall have the right to select the contractor based on initial offers without discussions, but the Government reserves the right to hold discussions after evaluation of initial offers at the CO's discretion.
- (9) If the Government determines that certain personnel are key to successful completion of a task order, they shall be designated as Key Personnel for the task order pursuant to TAR 1252.215-70, Section I.
- (10) The Government may debrief unsuccessful Offerors on a TORFP. Requests must be made within five (5) days of the notice of award for a specific task order. Based upon the extent/complexity of a specific task order, the Government shall decide whether a debriefing will be held and, if so, what form the debriefing will take (e.g., meeting, letter, teleconference, etc.).

G.5 TASK ORDER OMBUDSMAN (JULY 2000)

Contractors wishing to issue complaints regarding the solicitation or award of individual task orders shall submit such complaints to the Task Order Ombudsman, Research and Special Programs Administration, 400 7th Street SW, Washington, DC 20590, Attn: Edward A. Brigham; fax: (202) 366-7432; e-mail: Edward.Brigham@rspa.dot.gov. It should be noted that in accordance with FAR 16.505(a)(7), no protest is authorized in connection with the issuance of a task order except for a protest on the grounds that the task order increases the scope, period of performance, or maximum value of the contract.

G.6 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the accounting and appropriation data from which payment shall be made.

G.7 PAYMENT AND CONSIDERATION (JULY 2000)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order and on the socio-economic status of the firm performing the task order. Specific clauses to be used in each case are provided below.

A. The following clause is applicable to fixed-price task orders:

CONSIDERATION - FIXED PRICE

Upon delivery and acceptance of the required services, the contractor shall be paid at the fixed price specified on the face of the task order.

B. The following clauses are applicable to Cost-Plus-Fixed-Fee task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.
- (2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

C. The following clauses are applicable to Cost-Plus-Award-Fee task orders:

CONSIDERATION - COST-PLUS-AWARD-FEE

- (1) Subject to the clauses Limitation of Cost (FAR 52.232-20) and Allowable Cost and Payment (FAR 52.216-7), the total allowable cost of this task shall not exceed \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the contractor's performance hereunder exclusive of base fee. In addition, the Government shall pay the contractor a base fee of \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

- (2) The contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.
- (3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.
- (4) The award fee provided for in this task order is \$ (TO BE COMPLETED AT TIME OF AWARD OF TASK) and is subject to the terms of the "Determination of Award Fee" AND "Distribution of Award Fee" clauses, (see Section I). The estimated cost, base fee, and available award fee are as follows:

| | |
|-------------------------|----------------------|
| Estimated Cost: | \$ (TO BE COMPLETED) |
| Base Fee: | \$ 0 |
| Available Award Fee: | \$ (TO BE COMPLETED) |
| Maximum Available CPAF: | \$ (TO BE COMPLETED) |

- (5) The amount of the award fee shall be based on a subjective evaluation by the Government of the quality of the contractor's performance judged in light of the nature of the work involved and any other factors that are considered relevant to the determination in accordance with the "Performance Plan" clause (see Section I). This evaluation will be based on the past performance evaluation conducted on all tasks using the Contractor Performance Report. The following criteria apply to each of the five performance ratings below; the figures in parentheses represent the percentage of the award fee to be paid for the equivalent ratings.

EXCEPTIONAL PERFORMANCE (100 Percent)

The contractor's contribution in the performance of the task is absolutely essential to the overall effort and far exceeds the contribution normally expected. Most importantly, within the scope and cost of the task order, the work is performed so expertly and thoroughly that a new dimension is added to the original requirement. Resulting deliverables are always provided on time or ahead of schedule, on or under cost estimates, and are of such superior technical quality that additional effort is not required. Substantial expert and innovative effort and interaction is provided. Overall cost and personnel management is handled in a totally proficient and effective manner so as to maximize both the Government's return on investment and the contractor's own technical capabilities. Subcontracting goals are met and exceeded in all categories. The contractor displays quality management, including identification of and statistical process control for critical processes and subcontractor involvement in continuous process improvement.

GOOD PERFORMANCE (85 Percent)

The contractor's contribution in the performance of the task is a great asset to the overall effort and often exceeds the contribution normally expected. Within the scope and cost of the task order, work is performed with great technical skill and meets or occasionally exceeds the requirements of the task. The resulting deliverables are always of high quality, provided on or occasionally ahead of schedule, and within cost estimates. Substantial innovative thought and interaction between tasks is often evident. Subcontracting goals are met in all categories and exceeded in some of those categories.

SATISFACTORY PERFORMANCE (70 Percent)

The contractor's contribution in the performance of the task is a solid asset to the overall effort and is commensurate with the amount of contribution expected. Work is performed in a professional and thorough manner, and deliverables meet all contract requirements. Some deliverables may be delivered ahead of schedule while others may experience slight delays; however, overall, the contract schedule is met. Some creativity and innovative thought is demonstrated in the delivery of work. Cost and personnel performance are fully acceptable and any deviations are within what would be expected of an effective and professional execution of a technical support effort. Subcontracting goals are met in all categories.

MINIMALLY ACCEPTABLE PERFORMANCE (40 Percent)

The contractor's contribution in the performance of the task, although evident in the execution of the overall effort, is below that contribution normally expected for such an effort. Work is completed; however, additional Government assistance and direction is required to ensure completion. The resulting deliverables are often provided on schedule; however, some delays are experienced, and deliverables occasionally require correction or resubmission prior to acceptance. Some cost deviations of significant proportions may have occurred in conjunction with the re-submissions and delays. Subcontracting goals are not met. Overall, management of technical effort and personnel is less than what would be expected of a completely satisfactory effort.

UNSATISFACTORY (0 Percent)

Performance failed to satisfy the minimum contract or task requirements, technical or otherwise.

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS (JULY 2000)

One original and five copies of an invoice or contract financing requests or invoices shall be submitted, covering the amount claimed to be due, services rendered, and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task.

However, all interim payment requests for tasks under the contract must be submitted concurrently. The contractor shall submit a last interim invoice for each task order. This shall include a complete list of invoices previously tendered under the task order. The last interim invoice shall consist of the completion invoice (clearly identified in accordance with FAR 52.216-7 prior to the establishment of final annual indirect rates. The last interim invoice shall be submitted within six (6) months of the task order's physical completion. If changes to this invoice become necessary as a result of Government review, the contractor shall submit a corrected last interim invoice. The contractor shall submit this invoice, along with the contractor's release form, DOT F 4220.4, to the Contracting Officer, following the final adjustment of its annual indirect rates per FAR 52.216-7.

NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

- (1)Consecutively number each interim payment request beginning with No. 1 for each task.
- (2)The voucher shall include current and cumulative charges by major cost elements such as direct labor, overhead, subcontracts, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.
- (3)Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and the Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.
- (4)When the contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending date as the monthly progress report.
- (5)Pending settlement of the final indirect rates for any period, the contractor shall be reimbursed at billing rates approved

by the Cognizant Federal Agency (CFA). The contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the contractor shall submit to the CFA a proposal for final indirect rates based on the contractor's actual costs for the period, together with all supporting data. In addition, contractors are required by the CFA to submit billing rate proposals, usually no later than thirty (30) days after the close of its fiscal year for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be used by the contractor for cost reimbursement. The contractor should note that absence of a final rates determination does not relieve the contractor of its responsibility under the Limitation of Funds or Limitation of Costs clauses to report in a timely manner to the CO when it has reason to believe its costs may exceed the total estimated cost or funds allotted to the task order.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE (MAY 1999)

The Government will issue term-type task orders which will include one of two methods by which the contractor can earn total fixed fee. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the task order. Direct professional labor hours include only the labor categories specified for the task order such as engineers, scientists, technicians, statisticians, and programmers, and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including **one** of the following clauses:

- (1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the contractor that the level-of-effort specified in the task order has been expended. If fewer direct labor hours are provided than set forth in the task order, the fee will be adjusted downward for each hour not provided.
- (2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the contractor that at least 90 percent of the level-of-effort specified in the task order has been expended. If the contractor provides less than 90 percent of the level-of-effort specified in the task order, the fixed fee will be adjusted downward based on each hour not provided of the full level-of-effort specified. The Government may require the contractor to provide additional effort up to 110 percent of the level-of-effort specified in the task order until the estimated cost has been reached without any increase in the fixed fee.

If a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the CO for completion-type tasks. The contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the CO's determination of the percentage of completion of the specified end product(s).

Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.10 PERFORMANCE EVALUATIONS (JULY 2000)

Performance evaluations shall be carried out for each completed task order over \$100,000 and for selected tasks for lower amounts as determined by the CO. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

The CO or designee will submit the completed evaluation to the contractor for comment. The contractor shall have 30 days in which to respond. The Government will consider any comments provided by the contractor before finalizing a Performance Evaluation Report and the contractor's comments will be attached to the Report.

G.11 VOUCHER REVIEW (MAY 1999)

The Government may at its sole discretion arrange for a contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.12 COST ACCOUNTING SYSTEMS (MAY 1999)

Cost Accounting System

The contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. An Offeror/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those contractors/subcontractors who included uncompensated effort in their contract proposals may use this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the CO's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the contractor's task order proposal dated _____ in which, of the total _____ hours required, _____ hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime contractor: _____

Division: _____

| | | | |
|----------------|--------------|--------------|---------------|
| Task order | Total | Compensated | Uncompensated |
| Labor Category | <u>Hours</u> | <u>Hours</u> | <u>Hours</u> |

Subcontractor Workweek

Subcontractor Name: _____

Division: _____

| | | | |
|----------------|--------------|--------------|---------------|
| Task order | Total | Compensated | Uncompensated |
| Labor Category | <u>Hours</u> | <u>Hours</u> | <u>Hours</u> |

During performance, the contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the contractor anticipates that the ratio will not be achieved by the completion of the task order, the contractor shall notify the CO in writing, identifying the expected shortfall. The contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the contractor fails to provide such notice sufficiently in advance, the CO at his/her sole discretion shall have the option of:

- (1) Extending the term of the task order and requiring that the contractor provide the total level-of-effort at no extra cost to the Government, or

(2)Reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The contractor shall indicate on its invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.13 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

- A. When a term-type task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.
- (2) The estimated level-of-effort applicable to the incremental funding provided herein is_____ professional labor-hours.
- (3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

- B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

- (1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in

the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract

- (2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

G.14 TRAVEL AND PER DIEM (JULY 2000)

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General Services Administration (GSA) Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately-owned vehicle will be reimbursed at the current GSA-approved mileage rate. If the contractor incurs travel costs in excess of the amount shown in each task order, it is at its own expense.

G.15 SUBCONTRACTING REPORT (JULY 2000)

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving task orders as a result of a task order set aside (or directed task order) may not subcontract greater than 50 percent of contract performance incurred for personnel under this contract on a cumulative basis (i.e., although individual task orders may have greater than 50 percent subcontracting, the total cumulative subcontracting under all task orders may not exceed 50 percent). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year, detailing the subcontracting percentage under these task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR clause.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

No personal services as defined in Part 37 of the FAR shall be performed under this contract. No contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the contractor's supervisor. If the contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor shall promptly notify the Contracting Officer of this communication or action.

The contractor shall not perform any inherently Governmental functions under this contract. No contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, contractor employees shall identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

The contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 SALES TAX EXEMPTION (MAY 1999)

The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

The contractor will be provided with tax exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement (see each individual task order). Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the contractor or, where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

H.4 INCIDENTAL HARDWARE/SOFTWARE (DEC 1998)

The acquisition of hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or contractor. If the contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.5 LEVEL-OF-EFFORT NOTIFICATION (DEC 1998)

The contractor shall notify the ACO immediately in writing whenever it has reason to believe that:

- (1) The level-of-effort that the contractor expects to incur under any term-type task in the next thirty days, when added to the level-of-effort previously expended in the performance of that task order, will exceed 75 percent of the level established for that task order;
- (2) The level-of-effort required to perform a particular task order will be greater than the level-of-effort established for the task order.

Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.6 HANDLING OF DATA (MAY 1999)

The contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data

and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; nor
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the contractor that any such data, whether obtained by the contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

Through formal training in company policy and procedures, the contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and, further, to be made aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The contractor shall obtain from each employee engaged in any effort connected with this contract an agreement in writing that shall in substance provide that such employee will not during his/her employment by the contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The contractor shall furnish a sample form of this agreement to the CO promptly after award.

The contractor agrees to hold the Government harmless and indemnify the Government against any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the contractor, its employees, subcontractors, or agents.

The contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:

- (1) The contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;
- (2) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
- (3) Use of an alternate subcontract source would reasonably detract from the quality of effort; and
- (4) The contractor provides the CO timely written advance notice of these and any other extenuating circumstances.

Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The contractor shall further certify in writing to the CO that all copies, modifications, adaptations, or combinations of such data or information which cannot reasonably be returned to the CO (or to a company) have been deleted from the contractor's (and any subcontractor's) records and destroyed.

These restrictions do not limit the contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the task order. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the contractor shall submit a price or cost proposal to the CO for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed

as modifications to the task order. As a minimum, the following information shall be submitted by the contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);
- (5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and
- (6) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the CO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the CO will issue written directions to the contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The CO may accept any proposal submitted pursuant to this clause by giving the contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes"

clause. The resulting task order modification will state that it is made pursuant to this clause.

H.8 INSURANCE (JULY 2000)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract.

- (1) Workman's compensation insurance as required by law of the State.
- (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- (3) Property damage liability with a limit of not less than \$100,000 for each accident.
- (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change to the CO at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the ACO's prior approval.

A certificate of each policy of insurance shall be furnished to the CO within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the CO.

H.9 MAXIMUM FEE/PROFIT (JULY 2000)

Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee cannot exceed an amount that is the sum of (1) _____* percent of the prime contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime contractors effort.*** For term-type tasks, an overall hourly fee

will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.

Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a cost-plus-award-fee contractual arrangement and the nature of the work in the task order. In accordance with Paragraph G.7, Payment and Consideration, the base fee shall be 0 percent. The proposed award fee available under the task order cannot exceed an amount that is the sum of (1) _____* percent of the prime contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime contractors effort.***

For non-competitive task orders issued on firm-fixed-price basis, contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price cannot exceed an amount that is the sum of (1) _____* percent of the prime contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime contractors effort.***

*to be filled in at the time of award of the contract, based on contractor's proposal (see Section L of this Request for Proposal (RFP)).

** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and Other Direct Costs (ODCs) such as travel incurred by the prime contractor, computer usage charges, and postage.

*** Generally equipment, materials, subcontracts, and any indirect cost applied and ODCs such as subcontract administration. The factor must reflect the minimal risk associated with other than the prime contractor's effort and cannot exceed 5 percent.

H.10 SUBCONTRACT APPROVAL (DEC 1998)

The contractor's Subcontracting Plan dated [**to be completed at time of award for other than small business concerns**] in support of this contract, is hereby approved and incorporated herein. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the Subcontracting Plan, or, for small business firms, the companies originally proposed as subcontractors.

Since this is an indefinite delivery/indefinite quantity (IDIQ) contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the contractor can provide a strong technical rationale for

inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

The contractor shall follow the procedures specified in Part 44 of the FAR and FAR clauses 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the CO that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75 percent (labor hours) of the contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25 percent may include new subcontracts which have not been previously consented to. Task order proposals failing to comply with this minimum will be rejected.

H.11 SECURITY CLEARANCE (DEC 1998)

Some task orders may require access to classified information. The contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The contractor must possess the clearance at time of task order award. The contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.12 GOVERNMENT RIGHTS IN "RESTRICTED SOFTWARE" ACQUIRED BY THE CONTRACTOR FOR DELIVERY TO THE GOVERNMENT (JULY 2000)

The contractor shall assure that the Government obtains at least the rights set forth in the Restricted Rights Notice (JUN 1987) included in the contract's Rights in Data - General (JUN 1987) (Alternates I, II, III), FAR 52.227-14, in any software which is "restricted computer software" as that term is used in the Rights in Data - General (JUN 1987) clause of this contract, and which is acquired by the contractor for delivery to the Government under this contract.

Further, the contractor shall assure the Government obtains at least the rights set forth in FAR 52.227-19, Commercial Computer Software - Restricted Rights (JUN 1987), in any software which is "commercial computer software" as defined in that clause and which is acquired by the contractor for delivery to the Government under this contract.

H.13 SEAT BELT USE POLICIES AND PROGRAMS (JAN 1999)

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on

how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, DC, dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance; a simple, user-friendly program kit; and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 888-221-0045 or visit its website at www.trafficsafety.org.

H.14 CEILINGS³ (MAY 1999)

For the purpose of performance of this contract, allowable and reimbursable indirect expenses will be limited to the Indirect Rate Ceilings to be found in Section J of the resultant contract for the contractor and the subcontractors listed therein. Billing rates shall be charged at actual costs up to those ceilings. In the event that final indirect rates are lower than these ceiling rates, the final rates shall apply. This provision in no way alters the provision of the clause entitled "Limitation of Funds."

³ To be included in Section J of contracts when applicable

SECTION I**CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov.ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| 52.202-1 | DEFINITIONS | OCT 1995 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR 1984 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL 1995 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL 1995 |
| 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 1997 |
| 52.204-2 | SECURITY REQUIREMENTS | AUG 1996 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.211-5 | MATERIAL REQUIREMENTS | AUG 2000 |
| 52.215-2 | AUDIT AND RECORDS--NEGOTIATION | JUN 1999 |
| 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT 1997 |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT 1997 |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS | OCT 1997 |
| 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT 1997 |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS | OCT 1997 |

| | | |
|-----------|---|----------|
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 1997 |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVISIONS | DEC 1998 |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS OR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | MAR 2000 |
| 52.216-8 | FIXED FEE | MAR 1997 |
| 52.216-18 | ORDERING | OCT 1995 |

For the purposes of this clause the blank(s) are completed as follows:

(a) issued through five years from the date of contract award.

| | | |
|-----------|----------------------------|----------|
| 52.216-19 | DELIVERY ORDER LIMITATIONS | OCT 1995 |
|-----------|----------------------------|----------|

For the purposes of this clause the blank(s) are completed as follows:

(a) \$ 25,000

(b)(1) \$10,000,000

(b)(2) \$10,000,000

(b)(3) Not Applicable

(d) Not Applicable

| | | |
|-----------|---------------------|----------|
| 52.216-22 | INDEFINITE QUANTITY | OCT 1995 |
|-----------|---------------------|----------|

For the purpose of this clause the blank(s) are completed as follows:

(d) contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the ordering period.

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| 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 |
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For the purpose of this clause the blank is completed as follows:

(c) six months

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| 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUL 1996 |
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| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 1999 |
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| 52.219-9 ⁴ | SMALL BUSINESS SUBCONTRACTING PLAN | OCT 1999 |
|-----------------------|------------------------------------|----------|

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|------------------------|-------------------------------|----------|
| 52.219-14 ⁵ | LIMITATIONS ON SUBCONTRACTING | DEC 1996 |
|------------------------|-------------------------------|----------|

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| 52.219-16 | LIQUIDATED DAMAGES-- SUBCONTRACTING PLAN | JAN 1999 |
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|-----------|--------------------|----------|
| 52.219-17 | SECTION 8(A) AWARD | DEC 1996 |
|-----------|--------------------|----------|

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|-----------|---|----------|
| 52.219-18 | NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) Concerns | JUN 1999 |
|-----------|---|----------|

| | | |
|-----------|---|----------|
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS & REPORTING | OCT 1999 |
|-----------|---|----------|

| | | |
|----------|--|----------|
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
|----------|--|----------|

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| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 |
|----------|-------------------------------|----------|

For the purpose of this clause the blank is completed as follows:

(a) zero

| | | |
|----------|---------------|----------|
| 52.222-3 | CONVICT LABOR | AUG 1996 |
|----------|---------------|----------|

| | | |
|-----------|-------------------|----------|
| 52.222-26 | EQUAL OPPORTUNITY | FEB 1999 |
|-----------|-------------------|----------|

| | | |
|-----------|--|----------|
| 52.222-35 | AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS | APR 1998 |
|-----------|--|----------|

⁴ Applicable to all firms other than small business concerns

⁵ Applicable when task order competition is limited to small business concerns

| | | |
|--|---|----------|
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | JAN 1999 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | APR 1998 |
| 52.223-6 | DRUG-FREE WORKPLACE | JAN 1997 |
| 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | OCT 1996 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.224-2 | PRIVACY ACT | APR 1984 |
| 52.225-1 | BUY AMERICAN ACT - BALANCE OF PAYMENT PROGRAM - SUPPLIES | FEB 2000 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |
| 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS & INDIAN OWNED ECONOMIC ENTERPRISES | JUN 2000 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUL 1995 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-3 | PATENT INDEMNITY | APR 1984 |
| 52.227-12 | PATENT RIGHTS-RETENTION BY THE THE CONTRACTOR (LONG FORM) | JAN 1997 |
| 52.227-14 | RIGHTS IN DATA GENERAL | JUN 1987 |
| | ALTERNATES I, II, AND III | JUN 1987 |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS | JUN 1987 |
| 52.227-19 | COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS | JUN 1987 |
| 52.228-7 | INSURANCE - LIABILITY TO THIRD PERSONS | MAR 1996 |
| 52.230-2 | COST ACCOUNTING STANDARDS | APR 1998 |
| 52.230-3 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES | APR 1998 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | NOV 1999 |
| 52.232-2 | PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS | APR 1984 |
| 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR 1984 |
| 52.232-17 | INTEREST | JUN 1996 |
| 52.232-20 | LIMITATION OF COST | APR 1984 |
| "task order" is to be substituted for "Schedule" whenever that word appears in the clause. | | |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| "task order" is to be substituted for "Schedule" whenever that word appears in the clause. | | |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT | JUN 1997 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION | MAY 1999 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION | MAY 1989 |

| | | |
|-----------|---|----------|
| 52.232-35 | DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION | MAY 1999 |
| 52.233-1 | DISPUTES Alternate I (DEC 1991) | DEC 1998 |
| 52.233-3 | PROTEST AFTER AWARD Alternate I (JUN 1985) | AUG 1996 |
| 52.237-2 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | APR 1984 |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS | AUG 1996 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | OCT 1995 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-1 | CHANGES-FIXED PRICE ALTERNATE II (APR 1984) | AUG 1987 |
| 52.243-2 | CHANGES - COST-REIMBURSEMENT Alternate II (APR 1984) | AUG 1987 |
| 52.244-2 | SUBCONTRACTS | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.245-2 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) | DEC 1989 |
| 52.245-5 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) | JAN 1986 |
| 52.245-19 | GOVERNMENT PROPERTY FURNISHED "AS IS" | APR 1984 |
| 52.246-25 | LIMITATION OF LIABILITY - SERVICES | FEB 1997 |
| 52.247-63 | PREFERENCE FOR U.S.-FLAG AIR CARRIERS | JAN 1997 |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS | JUN 2000 |
| 52.249-2 | TERMINATION FOR THE CONVENIENCE OF OF THE GOVERNMENT (FIXED PRICE) | SEP 1996 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP 1996 |
| 52.249-9 | DEFAULT (FIXED PRICE RESEARCH AND DEVELOPMENT) | APR 1984 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) CLAUSES

| NUMBER | TITLE | DATE |
|-------------|-------------------------------------|----------|
| 1252.209-70 | DISCLOSURE OF CONFLICTS OF INTEREST | OCT 1994 |
| 1252.216-71 | DETERMINATION OF AWARD FEE * | OCT 1994 |
| 1252.216-73 | DISTRIBUTION OF AWARD FEE ** | OCT 1994 |

| | | |
|-------------|-----------------------------|----------|
| 1252.223-71 | ACCIDENT AND FIRE REPORTING | OCT 1994 |
| 1252.237-70 | QUALIFICATIONS OF EMPLOYEES | OCT 1994 |
| 1252.245-70 | GOVERNMENT PROPERTY RECORDS | OCT 1994 |

*Insert 15 in the blank.

**Insert "see Paragraph G.7" in the blanks.

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Head of the Contracting Activity and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The contractor shall make the following notifications in writing:

(1) When the contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the contractor shall notify the Administrative CO (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each contractor ownership change.

(c) The contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.219-17 SECTION 8(a) AWARD (DEC 1996) (DEVIATION)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) (~~DELETED~~)

(2) Except for novation agreements, delegates to the Volpe National Transportation Systems Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Volpe National Transportation Systems Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The Offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The Offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the cognizant Contracting Officer of the Volpe National Transportation Systems Center.

(d) Intentionally left blank.

(e) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: ***[To be completed by the Contracting Officer at time of award]***

I.5 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS. (DEVIATION) (JAN 1997)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer:

(1) SIC code 3669 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) (DEVIATION) Any award resulting from this solicitation will be made directly by the Volpe Center to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) (DEVIATION) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) (DEVIATION) The [insert name of 8(a) contractor] will notify the Volpe National Transportation Systems Center Contracting Officer, simultaneous with its notification to the SBA, in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(e) (DEVIATION) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small business Administration (SBA) and the Department of Transportation (DOT). SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: [To be completed by the Contracting Officer at time of award]

I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.). 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the Contracting Officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Transportation Acquisition Regulation (48 CFR CH. 12) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.8 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the CO reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

- (1) Program Manager (To be specified at time of award of contract)
- (2) To be specified under individual task orders

I.9 TAR 1252.216-72 PERFORMANCE EVALUATION PLAN (OCT 1994)

Note: The term "task order" shall be substituted for the word "contract" in the following clause.

A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor at contract award.

The criteria contained within the Performance Evaluation Plan may relate to: (1) technical (including schedule) requirements if appropriate; (2) management; and (3) cost.

The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

**I.10 TAR 1252.242-72 DISSEMINATION OF CONTRACT INFORMATION
(OCT 1994)**

The contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

**I.11 TAR 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST
(OCT 1994)**

The following will be included in all task order RFPs:

It is the Department of Transportation's (DOT) policy to award contracts to only those Offerors whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

(a) The Offeror shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT, or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under this solicitation. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Offeror's technical proposal. Key personnel shall include any person owning more than 20% interest in the Offeror, and the Offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Offeror shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

(d) The Contracting Officer will review the statement submitted and may require additional relevant information from the Offeror. All such information, and any other relevant information known to DOT, will be used to determine whether an award to the Offeror may create a conflict of interest. If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the contractor has taken, or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the Government.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

ATTACHMENT J.2 - VNTSC FORM 4200.7, PAST PERFORMANCE EVALUATION FORM

SECTION K**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 SIGNATURE**

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

_____. Signature
 _____. Typed Name, Title
 _____. Offeror
 _____. Date

K.2 PROVISIONS INCORPORATED BY REFERENCE

| <u>FAR SOURCE</u> | <u>TITLE AND DATE</u> |
|-------------------|--|
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) |

K.3 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____
TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

A. The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(a) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(b) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c)Are () are not () presently indicted for, or otherwise criminally or civilly charged by a Governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii)The Offeror has () has not (), within a 3-year period preceding this offer had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns A Matter Within The Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the CO if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the CO may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the CO may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- A. The Offeror or respondent, in the performance of any contract resulting from this solicitation [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or request for information.
- B. If the Offeror or respondent checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street
Address, City, State, County
Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than
Offeror or Respondent

| | |
|-------|-------|
| ----- | ----- |
| ----- | ----- |
| ----- | ----- |

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)
Alternate I (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3669.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

(i) It "is, "is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It __is, __ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) General. This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: []

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS.
(FEB 1999)**

The Offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The Offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-13 CERTIFICATIONS OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.225-8 DUTY-FREE ENTRY. (FEB 2000)

(a) Definition. Customs territory of the United States means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$10,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

(i) Foreign supplies;

(ii) Estimated amount of duty; and

(iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the contractor within 10 calendar days after receipt of the contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if--

(1) The supplies are identical in nature to items purchased by the contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the contractor and shall include the--

(1) Delivery address of the contractor (or contracting agency, if appropriate);

(2) Government prime contract number;

(3) Identification of carrier;

(4) Notation "UNITED STATES GOVERNMENT, _____ [agency], _____ Duty-free entry to be claimed pursuant to Item No(s) _____ [from Tariff Schedules] _____, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [cognizant contract administration office] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.";

(5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and

(6) Estimated value in United States dollars.

(h) The contractor shall instruct the foreign supplier to--

(1) Consign the shipment as specified in paragraph (g) of this clause;

(2) Mark all packages with the words "UNITED STATES GOVERNMENT" and the title of the contracting agency; and

(3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the contractor to the overseas supplier. The notice shall identify the--

(1) Foreign supplies;

(2) Country of origin;

(3) Contract number; and

(4) Scheduled delivery date(s).

(j) The contractor shall include the substance of this clause in any subcontract if--

(1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

(2) Other foreign supplies in excess of \$10,000 may be imported into the customs territory of the United States.

K.13 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (MAY 1997)

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast

Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The Offeror represents that it -

___ is ___ is not a Historically Black College or University;

___ is ___ is not a Minority Institution.

K.14 52.227-6 ROYALTY INFORMATION. (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K.15 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts, or the Offeror did not receive a single CAS-covered award exceeding \$1 million. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

K.16 PROVISIONS APPLICABLE AT TASK ORDER LEVEL - (MAY 1999)

1. The contractor certifications and/or representations cited below will be included in full text in applicable task order RFPs:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.227-15 | REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. | MAY 1999 |
| 52.222-48 | EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT-- CONTRACTOR CERTIFICATION | AUG 1996 |
| 52.225-1 | BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES. | FEB 2000 |

SECTION L**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 SOLICITATION PROVISIONS****FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon receipt, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

| NUMBER | TITLE | DATE |
|---------------|--|-------------|
| 52.204-6 | CONTRACTOR IDENTIFICATION NUMBER DATA | JUN 1999 |
| | UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | |
| 52.215-1 | INSTRUCTIONS TO OFFERORS-COMPETITIVE | FEB 2000 |
| | ACQUISITION | |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY | OCT 1997 |
| 52.222-24 | PREAWARD ONSITE EQUAL | FEB 1999 |
| | OPPORTUNITY COMPLIANCE EVALUATION | |
| 52.232-38 | SUBMISSION OF ELECTRONIC FUNDS | MAY 1999 |
| | TRANSFER INFORMATION WITH OFFER | |
| 52.237-10 | IDENTIFICATION OF UNCOMPENSATED | OCT 1997 |
| | OVERTIME | |

II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT PROVISIONS**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)**

Submission of cost or pricing data is not required.

Provide information described below:

See Cost/Business Proposal Instructions below.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of four to six indefinite-delivery/indefinite-quantity contracts under this solicitation with task orders to be issued on a Firm Fixed Price, Cost-Plus-Fixed-Fee and Cost-Plus-Award-Fee basis.

52.233-2 SERVICE OF PROTEST (AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen, DTS-852
55 Broadway
Cambridge, MA 02142-1093

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2 GENERAL INFORMATION

A. EXCLUSION FROM OTHER CONTRACTS

The following firms are considered to be precluded from award as a prime contractor or subcontractor of this contract.

All prime contractors for the following Volpe Center on-site service contracts that are currently in effect or will be in effect during the performance of this contract:

- Operations Research Analysis and Engineering (DTRS57-97-C-00095)
- Automated Data Processing Support Services (DTRS57-97-C-00107)
- Institutional Information Support Services (DTRS57-99-C-00004)
- Onsite Technical Support Services (re-procurement of DTRS57-97-C-00064)*

*If a contractor proposes on both the Multiple Contractor Resource Base's Physical Security Systems Task Order Contract and the new Onsite Technical Support Services Contract, it may do so. However, the firm that is awarded the new Onsite Technical Support Services Contract will be excluded from participating in the Multiple Contractor Resource Base from the date of award of the on-site contract. This restriction also applies to current OMNI III

contractors wishing to propose on the new Onsite Technical Support Services Contract. OMNI III tasks being performed at the time of award of the Onsite Technical Support Services Contract will be allowed to continue through completion.

B. PROPOSAL IDENTIFICATION

For ease of reference, that part of an Offeror's submission covering factors other than cost; i.e., Past Performance, Staffing, Technical Understanding and Approach to Management, will be referred to in this RFP as the "Technical Proposal."

C. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award contracts based on the initial offer, in accordance with FAR 52.215-1(f)(4). It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date.

Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be totally unacceptable on their face may be eliminated from further consideration before the initial evaluation.

Failure of Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the CO from performing a cost analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost/business proposal is grossly deficient or ambiguous, or if proposed costs are not supported or do not track to the supporting data required by the cost exhibit, to the extent that a meaningful Government analysis cannot be performed, the offer may be excluded from evaluation.

D. AWARD EXCLUSION

Contractors may not act as both a prime contractor and a subcontractor under the contracts to be awarded under this solicitation. Proposals involving such teaming arrangements will be eliminated from consideration.

E. CONSISTENCY BETWEEN TECHNICAL AND COST/BUSINESS PROPOSALS

Offerors are required to demonstrate consistency between the labor cost shown in the cost proposal and the labor resources included and evaluated in the technical proposal.

First, the cost proposal must reflect realistic hours proposed for individuals identified in the technical proposal. Second, the labor rate proposed for the labor category on Schedule 5 must be consistent with the rates of persons whose resumes are submitted for technical evaluation. Finally, the time of the proposed Program Manager and any potential task order Principal Investigators must be reflected in the cost proposal.

Any attempt to have the technical proposal evaluated with a higher priced, highly qualified team and the cost proposal evaluated with a lower priced, less skilled team will result, at a minimum, in the Offeror's proposal being adjusted or evaluated at the higher cost, or at worst, being removed from consideration for award for failure to follow solicitation instructions.

F. EVALUATED LABOR LEVEL

Since the Government contemplates award of four to six indefinite delivery/indefinite quantity (IDIQ) contracts under this solicitation, the amount of business that any one contractor will receive is not certain. Based on the Volpe Center's experience in administering groups of contracts awarded under multiple award programs, it is not anticipated that a single contractor will receive task order awards approaching the maximum of \$115 million. In addition, the value of awards under each multiple award contract can vary widely. Therefore, the Government has chosen an overall level-of-effort for evaluation purposes that is somewhere between the minimum and maximum. The mix of hours between the labor categories is consistent with the Government's overall best estimate of the requirements of the SOW. The level-of-effort required for proposal purposes in L.4.A. should not be considered as either a limit or expected amount of business by any Offeror.

G. INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal (RFP) must be received not later than 14 calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Edward Wirtanen DTS-852
55 Broadway
Cambridge, MA 02142-1093

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by e-mail to wirtanen@volpe.dot.gov or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP.

Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division Internet Home Page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

H. COST/BUSINESS PROPOSAL REVIEW

The Government may at its sole discretion arrange for a contractor to assist in the review of cost/business proposals. Contractors reviewing proposals and supporting documentation are required to safeguard all proprietary data, complete non-disclosure statements, and complete conflict of interest statements.

L.3 GENERAL INSTRUCTIONS FOR TECHNICAL AND COST/BUSINESS PROPOSALS PREPARATION

A. SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging that contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

B. PROPOSAL PRESENTATION

Offerors are required to submit their proposals in three separate volumes as follows:

Volume I - Cost/Business Proposal

The cost/business proposal must consist of the attached Standard Form 33; solicitation documents; cost information other than cost and pricing data; contract cost control plan; and a Small Business Subcontracting Plan.

Volume II - Past Performance and Staffing

Part A of this volume must include the required list of the Offeror's current contracts, copies of past performance reports or explanations of efforts to obtain them, and summary descriptions of the five most relevant contracts. Part B must identify the proposed Program Manager and Principal Investigators and include the required resumes.

Volume III - Oral Presentation

This volume must include hard copies of slides you intend to present and up to five pages of supporting written information.

Each volume should be complete in itself so that evaluation of each part may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

C. COPIES

You must submit three (3) copies of the Cost/Business Proposal (Volume I) and seven (7) copies each of the technical proposal (Volumes II and III). Offerors should ensure that their subcontractors also submit the required number of copies even if the subcontractor sends its proprietary proposal data directly to the Government.

D. PROPOSAL FORMAT

1. Introduction and Purpose

This section specifies the format which Offerors shall use in their proposals. The intent is to ensure a certain degree of uniformity in the format of the responses to facilitate evaluation.

2. Text

The Offeror's written technical proposal shall be prepared on standard 8.5 x 11-inch pages in portrait orientation. The proposal pages shall be numbered and printed double sided. Each page must have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Print must be spaced at 6 lines per inch. Text font must be no smaller than 12 point; however, text included on figures, charts, and/or matrices may be reduced to 8 point. Offerors may use proportional fonts provided the Government's requirement for the proposal to be readable is met and smaller type is not used to circumvent the proposal page limitations. Should the Offerors require fold-out pages, one fold-out page shall not exceed either 8.5 inches by 22 inches or 17 inches by 11 inches, which when folded in half will be no larger than 8.5 inches x 11 inches. The fold-out will count as two pages.

The above restrictions do not apply to the cost/business proposal.

3. Page Limits

The maximum number of pages that may be submitted for the technical and cost/business proposals are as follows:

Volume I - Cost/Business Proposal - No Limit

Volumes II and III - Technical Proposal (See Technical Proposal Instructions in L.5 below for specific limitations and format restrictions)

4. Binding

The volumes must be loose leaf and in binders which can be easily opened and closed.

5. Cover

The cover, which shall not count against the page limitation of the proposal of each volume, shall indicate the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name and address of the Offeror
- e. Copy number

6. Title Page

The title page which shall not count against the page limitation of the proposal of each volume shall include the following:

- a. Title of proposal
- b. Volume number and title
- c. RFP number
- d. Name, address, and telephone number of the Offeror
- e. Authorized signatures (The title page for each volume shall be signed by an official authorized to bind the Offeror.)
- f. Index

L.4 INSTRUCTIONS FOR COST/BUSINESS PROPOSAL

A. INTRODUCTION

The cost/business proposal will permit the Government to determine whether the proposed costs demonstrate cost realism and will provide the Government with cost and fee/profit information that will facilitate task order issuance.

"Cost realism" as defined in FAR 15.401 means the costs in an Offeror's proposal are:

- 1. Realistic for the work to be performed;
- 2. Reflective of a clear understanding of the requirements; and
- 3. Consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost/business proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost/business proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions.

The Offeror's cost/business proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated for reasonableness and realism. The Government will calculate probable cost that will be used for best value determination.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of the proposal.

For evaluation purposes, Offerors are required to propose estimated costs using the hours provided below. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal. The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required.

| Labor Category | Hours |
|----------------------|---------------------------------------|
| Senior Staff | 12,000 |
| Middle Staff | 12,000 |
| Staff | 12,000 |
| Junior Staff | 10,500 |
| Senior Technician | 15,750 |
| Technician | 9,750 |
| Administrative Staff | Estimated by Offeror/Subcontractor |
| Total | 75,000 |

Although the task ordering period is five years, the cost/business proposal instructions require that labor be priced out for evaluation purposes assuming a performance period of only one year, January 1, 2001, to December 31, 2001. This is done because escalation is difficult to project accurately for a five-year period; actual escalation during performance is not likely to be significantly different among Offerors during performance if calculated in the same way; and escalation is not considered a discriminator for selection purposes.

RFP-stipulated amounts for Other Direct Cost (ODC) and equipment are provided in the detailed instructions.

Contractors can reasonably expect to propose and earn more fee/profit when a task order is to be performed through their own efforts instead of through subcontracts for professional services or equipment. The involvement of subcontractors and equipment purchases can vary widely from task order to task order under multiple award contracts.

Therefore, Offerors are required to propose a two-tier profit/fee structure, one tier for Prime contractor direct costs and a second tier for subcontracted services or equipment - see Paragraph H.9. The percentages proposed will be included in the contract and will serve as the maximum fee/profit that can be proposed in response to task order RFPs. All fees negotiated with subcontractors must be within the statutory limit of 10 percent of the estimated subcontract costs as specified in FAR 15.404-4(c)(4)(i)(C). This fee limitation applies to the total fixed fee resulting from both the factor applied to the prime's effort and the factor applied to other than the prime's effort. Therefore, the factor utilized for the prime's effort can exceed 10 percent under this proposal provided that the total fixed fee is within the 10 percent limit. There is no statutory fee limitation for CPAF.

Costs that Offerors classify as "other direct costs" (ODCs) also vary from firm to firm. Therefore, in addition to the RFP-stipulated ODC, which is specifically for travel costs incurred during performance, each Offeror and subcontractor must include an amount for ODCs based on its own accounting system and experience and provide rationale for the estimates. The categories of cost must be identified.

If any of the cost/business proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the CO within 14 calendar days of the issuance date of the RFP (see L.2.G.).

B. FORMAT

In addition to the requirements set forth in Section L.3, the cost/business proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Management Proposal

C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

In this section, Offerors will be provided with detailed instructions (Part 1) and an explanation of the cost/business proposal checklist and schedules (Part 2).

PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 8 should support it. In addition, as discussed in Paragraph L.2.E., Offerors should ensure consistency between the technical and the cost/business proposals. **All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.**

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. However, Offerors are ineligible to receive task orders until their accounting system has been approved by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency.

The Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor which does not have an approved accounting system.

As the Government intends to make award without negotiations, an Offeror must indicate how it will accommodate the inclusion of a subcontractor that does not have an approved accounting system without involvement of the Volpe Center.

Labor

Provide the proposed unloaded hourly labor rates for the labor categories defined in Attachment J. 1 on Schedule 5. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is 5 percent

more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Uncompensated Overtime

All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours."

If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Administrative Labor

The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. The rationale for the estimate must be included.

Administrative labor that is not described and priced out will not be billable during performance without prior CO approval.

Offerors should describe the accounting treatment of the following labor functions: contract administration, subcontract administration, clerical and secretarial activity, work status reporting, financial reporting, and project reporting.

Bid and Proposal Costs

Bid and proposal costs for task order proposal preparation will not be reimbursed as direct costs.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 8.

Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Other Direct Costs (ODCs)

(1) RFP-Stipulated ODCs for Travel

The Offeror will be required to travel during performance to locations not now determinable. The RFP-stipulated amount of \$500,000 for travel should be apportioned between the prime and its subcontractors in a manner consistent with the apportionment of labor hours. Travel cost should be burdened in accordance with established accounting practice.

(2) RFP-Stipulated Equipment

The Offeror may also be required to purchase equipment. For evaluation purposes, a total of \$5,500,000 must be included in the prime Offeror's proposal (and not apportioned to subcontractors) for equipment. Equipment cost should be burdened in accordance with established accounting practice.

(3) Offeror-Estimated ODCs

Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval.

Subcontracts

Government anticipates that subcontracts will be predominantly cost-plus-fixed-fee except for consultants, which will be either time-and-material or labor hour. Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) the result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) a signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) a rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work. The Offeror shall provide the names of the other consultants or subcontractors used in the comparison.

It is the responsibility of the prime contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used to develop the labor rates used on Schedules 5 and 6 and provide rationale.

Cost of Money

Attach supporting calculations.

Profit/Fee Objectives

The factors used in task order proposal preparation during performance may be less than, but may not exceed, the factors shown in Schedule 3 and used to develop fee/profit amounts in Schedule 2 (See Paragraph H.9). These instructions concerning fee/profit percentages as well as the completion of Schedule 3 do not apply to subcontractors.

The maximums include a two-tier approach and are based on the fixed fee, available fee, and profit proposed by the Offeror in response to this solicitation. The two tiers are (1) the effort proposed to be performed by the prime contractor as defined in Paragraph H.9, and (2) the effort performed through subcontracts for labor, equipment, and materials as defined in Paragraph H.9.

All Offerors must complete Schedule 3. The total cost allocated must match the total cost indicated in Schedule 2, less the cost of money proposed, if any. The total fee/profit in Schedule 2 must match the total fixed fee/available fee/profit in Schedule 3. Appropriate adjustments should be made by firms with unique accounting systems. For example, the estimated cost of that portion of administrative labor based on subcontract administrator/purchasing agents being charged direct shall be included in other than the prime contractor's effort.

The Government considers fee and profit a function of competition, but may utilize the weighted guidelines method in TAM 1215.9 and Appendix E to evaluate them for reasonableness. The Offeror's cost/business proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors. There is minimal risk associated with other than the prime contractor's effort, and the factor applied should reflect this. A factor ranging as high as 5 percent can be assigned to other than the prime's effort when justified. The managerial and technical efforts necessary for the prime contractor to administer subcontracts and select subcontractors, including efforts to break out subcontracts from sole sources through the introduction of competition is considered. Consideration is also given as whether the contractor's purchasing program makes a substantial contribution to the performance of a contract through the use of subcontracting programs involving many sources; new complex

components, systems, or subsystems; and close surveillance by the prime contractor. Analysis is necessary to determine if real cost risk has been transferred to a subcontractor. It is expected that the most of the cost associated with other than the prime's effort will be for equipment purchases on a firm fixed basis. **Therefore, the cost risk to the prime contractor is expected to be minimal and the factor proposed should be significantly below 5 percent.**

Complete Schedule 2 with the fixed fee, available fee, and profit rates developed in Schedule 3.

For proposal evaluation purposes and to establish maximum profit/fee factors for use during contract administration, all Offerors must make the following assumptions:

- (1) The Offeror's proposed cost for direct labor and subcontracted labor shall be allocated 60 percent cost-plus-fixed-fee, 30 percent firm-fixed-price, and 10 percent cost-plus-award-fee.
- (2) The prime's portion of the ODC for travel should be allocated 60 percent to the cost-plus-fixed-fee, 30 percent firm fixed price; and 10 percent cost-plus-award-fee. (The RFP-stipulated amount of \$500,000 for travel should be apportioned between the prime and its subcontractors in a manner consistent with the apportionment of labor hours.)
- (3) The RFP-stipulated amount of \$5,500,000 for equipment should be included in the prime Offeror's proposal and not distributed to subcontractors. It should be allocated as follows: \$3,300,000 for cost-plus-fixed-fee, \$1,650,000 for firm-fixed-price, and \$550,000 for cost-plus-award-fee.
- (4) Offeror-estimated Other Direct Cost shall be allocated 60 percent cost-plus-fixed-fee 30 percent firm-fixed-price, and 10 percent cost-plus-award-fee.

PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL

CHECKLIST AND SCHEDULES

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Cost/Business Proposal Checklist: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Profit." The schedule should be completed consistent with the Offeror's accounting practices and may be revised accordingly. The figures on this schedule must agree with the Proposal Cover Sheet.

Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee, Available Fee, and Profit." Schedule 2 must be completed first in order to fill in required cost information.

Schedule 4: "Subcontract Information." Complete the matrix for subcontractor data.

Schedule 5: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown on Schedule 5.

Schedule 6: "Labor Cost Realism Information." This schedule shows how realistic the labor category rates proposed are, given the rates of the persons whose resumes are provided and the hours each is expected to provide.

Schedule 7: "Allocation of Labor Hours." This schedule shows how the hours are apportioned between the prime and subcontractors.

Schedule 8: "Indirect Rates and Factors." This schedule should be completed consistent with the Offeror's accounting practices, and may be revised as needed.

| <u>COST/BUSINESS PROPOSAL CHECKLIST</u> | |
|--|----------------|
| | Page Number |
| Solicitation Documents | |
| Schedule 1: "Proposal Cover Sheet" | |
| Schedule 2: "Summary of Proposed Costs and Fee/Profit" | |
| Schedule 3*: Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee, Available Fee, and Profit | |
| Schedule 4: "Subcontract Information" | |
| Schedule 5: "Summary of Proposed Labor Cost" | |
| Schedule 6: "Labor Cost Realism Information" | |
| Schedule 7*: "Allocation of Labor Hours" | |
| Schedule 8: "Indirect Rates and Factors" plus rationale and supporting documentation | |
| Rationale for administrative labor hours, if adjusted | |
| Estimate and rationale for Offeror-estimated Other Direct Costs | |
| Information describing accounting treatment of administrative and clerical labor | |
| Statement concerning uncompensated overtime and additional information if proposed | |
| Cost of Money supporting calculations, if proposed | |
| *Evaluations of subcontractor proposals | |
| *Factors for CO's consideration in weighted guidelines fee objective | |
| *Contract Cost Control Plan | |
| **Small Business Subcontracting Plan in accordance with FAR 52.219-9 | |
| | |

*Not applicable to subcontractors

**Not applicable to small businesses

Schedule 1

| | | | | | | |
|---|-----------|--------------|--|-----------|------------------------|--------|
| PROPOSAL COVER SHEET | | | 1. SOLICITATION/CONTRACT/MODIFICATION NUMBER | | | |
| 2a. NAME OF OFFEROR | | | 3a. NAME OF OFFEROR'S POINT OF CONTACT | | | |
| 2b. FIRST LINE ADDRESS | | | 3b. TITLE OF OFFEROR'S POINT OF CONTACT | | | |
| 2c. STREET ADDRESS | | | 3c. TELEPHONE | | 3c. FACSIMILE | |
| 2d. CITY | 2e. | 2f. ZIP CODE | AREA | NUMBER | AREA | NUMBER |
| 4. TYPE OF CONTRACT OR SUBCONTRACT <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> CPIF <input type="checkbox"/> OTHER | | | 5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR | | | |
| 6. ESTIMATED COST, FEE AND PROFIT INFORMATION | | | | | | |
| A. ESTIMATED COST | | | | | | |
| B. FIXED FEE | | | | | | |
| C. AWARD FEE | | | | | | |
| D. PROFIT | | | | | | |
| E. TOTAL PRICE | | | | | | |
| 7. PROVIDE THE FOLLOWING | | | | | | |
| NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY | | | NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY | | | |
| STREET ADDRESS | | | STREET ADDRESS | | | |
| CITY | STATE | ZIP CODE | CITY | STATE | ZIP CODE | |
| TELEPHONE | AREA CODE | NUMBER | TELEPHONE | AREA CODE | NUMBER | |
| FACSIMILE | AREA CODE | NUMBER | FACSIMILE | AREA CODE | NUMBER | |
| NAME OF CONTACT | | | NAME OF CONTACT | | | |
| PROPERTY SYSTEM | | | APPROXIMATE DATE OF LAST | | | |
| <input type="checkbox"/> Reviewed by cognizant contract administrative <input type="checkbox"/> Reviewed by cognizant contract administrative <input type="checkbox"/> Never reviewed | | | PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.) | | | |
| PURCHASING SYSTEM | | | ACCOUNTING SYSTEM | | | |
| <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract administrative <input type="checkbox"/> Never reviewed | | | <input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited | | | |
| | | | OFFEROR'S FISCAL YEAR | | | |
| 8a. NAME OF OFFEROR (Typed) | | | 9. NAME OF FIRM | | | |
| 8b. TITLE OF OFFEROR (Typed) | | | | | | |
| 10. SIGNATURE | | | | | 11. DATE OF SUBMISSION | |

Schedule 2 - SUMMARY OF PROPOSED COSTS AND FEE/PROFIT

Prime or subcontractor name: _____

| | | | |
|----------------------------------|------|----|-----------|
| Direct Labor | | \$ | _____ |
| Fringe Benefits | Rate | \$ | _____ |
| Overhead | Rate | \$ | _____ |
| Subcontracts: ⁶ | | \$ | _____ |
| Subcontract Burden: ⁷ | Rate | \$ | _____ |
| Other Direct Costs: | | | |
| RFP-Travel | | \$ | _____ |
| RFP-Equipment ⁸ | | \$ | 5,500,000 |
| Offeror-Estimated ODC | | \$ | _____ |
| ODC Burden | Rate | \$ | _____ |
| Subtotal | | \$ | _____ |
| G & A | Rate | \$ | _____ |
| Cost of Money | | \$ | _____ |
| Total Costs and COM | | \$ | _____ |
| Fixed Fee ⁹ | | \$ | _____ |
| Available Fee ¹⁰ | | \$ | _____ |
| Profit ¹¹ | | \$ | _____ |
| Total Fees/Profit | | \$ | _____ |
| Total Cost Plus Fee/Profit | | \$ | _____ |

⁶ Not applicable to subcontractors⁷ Not applicable to subcontractors⁸ Not applicable to subcontractors⁹ For prime Offerors, these amounts should come from Schedule 3. Subcontractors will complete the applicable blank depending on subcontract type.¹⁰ For prime Offerors, these amounts should come from Schedule 3. Subcontractors will complete the applicable blank depending on subcontract type.¹¹ For prime Offerors, these amounts should come from Schedule 3. Subcontractors will complete the applicable blank depending on subcontract type.

Schedule 3

**ESTABLISHMENT OF MAXIMUM FACTORS AND
CALCULATION OF PROPOSED AMOUNTS FOR FIXED FEE, AVAILABLE FEE, AND
PROFIT**

Section I. Factors and Amount for Fixed Fee**A. Prime's Effort**

1. Insert 60 % of proposed direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) insert total here \$ _____
3. Insert 60 % of Prime's share of RFP-mandated travel \$ _____
4. Insert 60 % of Offeror-estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (60 % of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply Number 6 by G&A rate \$ _____
8. Add Number 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for fixed fee (this will also be included in Paragraph H.11(A) of contract as maximum factor on than prime's effort. _____ %)
10. Multiply Number 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 60 % of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$3,300,000
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Other Than Prime's Effort) \$ _____
15. Enter factor for fixed fee (this will be also be included in Paragraph H.11(A) of contract as maximum factor on other than prime's effort. _____ %)

C. Calculation of Fixed Fee

16. Multiply Number 14 by the fee factor above \$ _____
17. Add Nos. 8 and 14 (Total Estimated Cost) \$ _____
18. Add Nos. 10 and 16 (Fixed Fee) \$ _____
19. Add Nos. 17 and 18 (Total Cost-Plus-Fixed-Fee) \$ _____

Section II. Factors and Amount for Available Fee**A. Prime's Effort**

1. Insert 10 % of proposed direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 10 % of Prime's share of RFP mandated travel \$ _____
4. Insert 10 % of Offeror estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (10 % of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No. 6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for available fee (this will be also be included in Paragraph H.11(B) of contract as maximum factor on prime's effort _____ %)
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 10 % of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$ 550,000
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Other Than Prime's Effort) \$ _____
15. Enter factor for available fee (this will also be included in Paragraph H.11(B) of contract as maximum factor on other than prime's effort _____ %)

C. Calculation of Available Fee

16. Multiply No. 14 by the fee factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Available Fee)¹² \$ _____
19. Add 17 and 18 (Total Cost-Plus-Award-Fee) \$ _____

¹² Base fee is \$0.

Section III. Factors and Amount for Profit**A. Prime's Effort**

1. Insert 30 % of Proposed Amount for Direct labor \$ _____
2. Multiply the above amount by the indirect rates applied to Direct labor (fringe benefits, overhead) and insert total here \$ _____
3. Insert 30 % of Prime's share of RFP mandated travel \$ _____
4. Insert 30 % of Offeror estimated ODC \$ _____
5. Apply ODC burden rate to the applicable portion of 3 and 4 above (30 % of amount on Schedule 2) \$ _____
6. Enter total of 1 through 5 here \$ _____
7. Multiply No. 6 by G&A rate \$ _____
8. Add No. 6 and 7 (Total Cost Prime's Effort) \$ _____
9. Enter factor for proposed profit (this will be also be included in Paragraph H.11(C) of contract as maximum factor on prime's effort) _____ %
10. Multiply No. 8 by the fee factor above \$ _____

B. Other than Prime's Effort

11. Enter 30 % of proposed amount for subcontracts \$ _____
12. RFP-Equipment \$1,650,000
13. Multiply above total by subcontract burden \$ _____
14. Enter Total of 11, 12, and 13 (Total Cost Other Other Than Prime's Effort) \$ _____
15. Enter factor for proposed profit (this will also be included in Paragraph H.11(C) of contract as maximum factor on other than prime's effort) _____ %

C. Calculation of Amount of Profit

16. Multiply No. 14 by the profit factor above \$ _____
17. Add No. 8 and No. 14 (Total Estimated Cost) \$ _____
18. Add No. 10 and 16 (Profit) \$ _____
19. Add 17 and 18 (Total Firm Fixed Price) \$ _____

Schedule 4**SUBCONTRACT INFORMATION**

Prime Name: _____

| Subcontractor Name | Subcontract Type | Subcontract Value Including Fee/Profit | Total Technical Hours | Total Admin Hours | RFP- Stipulated ODC Allocated to Sub-contractor |
|--------------------|------------------|--|-----------------------|-------------------|---|
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | \$ | | | \$ |
| | | Total \$ | | | |

Schedule 5**SUMMARY OF PROPOSED LABOR COST**

Prime or subcontractor name: _____

| Category | Hours | Unburdened Rate | Labor Cost |
|-----------------------------|-------|-----------------|------------|
| Senior Staff | | \$ | \$ |
| Middle Staff | | \$ | \$ |
| Staff | | \$ | \$ |
| Junior Staff | | \$ | \$ |
| Senior Technician | | \$ | \$ |
| Technician | | \$ | \$ |
| Administrative (specify) | | \$ | \$ |
| Administrative (specify) | | \$ | \$ |
| | | | |
| Total Direct Labor | | | \$ |

Schedule 6
LABOR COST REALISM INFORMATION

Prime or subcontractor Name: _____

| Labor Category: Senior Staff | | Labor Rate from Schedule 5: \$ | |
|-------------------------------------|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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| | | | |

| Labor Category: Middle Staff | | Labor Rate from Schedule 5: \$ | |
|-------------------------------------|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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| Labor Category: Staff | | Labor Rate from Schedule 5: \$ | |
|------------------------------|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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| Labor Category: Junior Staff | | Labor Rate from Schedule 5: \$ | |
|-------------------------------------|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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| Labor Category: Senior Technician | | Labor Rate from Schedule 5: \$ | |
|--|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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| Labor Category: Technician | | Labor Rate from Schedule 5: \$ | |
|-----------------------------------|-------------------|-----------------------------------|--------------------------|
| Resumed Person(s) Name(s) | Hours Proposed | Current Labor Rate | Escalated* Labor Rate |
| | | | |
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* Escalated to cost proposal performance period.

Schedule 7**ALLOCATION OF LABOR HOURS**

Prime Name: _____

| | Senior Staff | Middle Staff | Staff | Junior Staff | Senior Tech | Tech | Admin Staff | Total Tech and Admin Hours |
|-----------------|--------------|--------------|-------|--------------|-------------|------|-------------|----------------------------|
| Prime | | | | | | | | |
| Subcontractor A | | | | | | | | |
| Subcontractor B | | | | | | | | |
| Subcontractor C | | | | | | | | |
| Subcontractor D | | | | | | | | |
| Subcontractor E | | | | | | | | |
| Subcontractor F | | | | | | | | |
| | | | | | | | | |
| Total | | | | | | | | |
| | | | | | | | | |
| Per RFP | | | | | | | | |

Schedule 8**INDIRECT RATES AND FACTORS**

Prime or subcontractor Name: _____

| Cost Element | Proposed Rate/Factor | Allocation Base |
|----------------------|----------------------|-----------------|
| Labor Escalation | | Not applicable |
| Fringe Benefits | | |
| Home Office Overhead | | |
| Subcontract Burden | | |
| ODC Burden | | |
| Other (specify) | | |
| G & A | | |
| Cost of Money | | |

Contractor Fiscal Year Ends:

E. Section III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR Subsection 52.244-2. The Government will review proposals to ensure that applicable parts of FAR 44.202-2 have been properly addressed by the Offeror. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely effect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated

under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite delivery/indefinite quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The Government anticipates that subcontracts will be predominantly cost-plus-fixed-fee except for consultants, which will be either time-and-material or labor hour. The contract type need not be consistent with the prime for each task order. For example, it is reasonable to expect that cost-plus-fixed-fee subcontracts will be issued under cost-plus-award-fee task orders. In addition, when justified, labor-hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's cost proposal, and, for example, is not included under available fee under cost-plus-award-fee task orders.

Information required for subcontract consent must be submitted as part of the cost/business proposal. However, the Offeror may refer to information in its cost proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

| <u>Subcontract Awards</u> | <u>Percent of Dollars Awarded</u> |
|--|---------------------------------------|
| Awards to Small Businesses | 20% |
| Awards to Small Disadvantaged Businesses | 10% |
| Awards to Women-Owned Businesses | 5% |
| Awards to HUBZone Businesses | 2% |

These goals are not intended to be mandatory but Offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by women may count toward each of the three goals.

L.5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

A. Content

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

B. Page Limits

The maximum number of pages that may be submitted is as follows:

1. Past Performance: The total overall page limit for the summaries of the Offeror's five most relevant contracts is 15. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
2. Resumes: Resumes are subject to an overall page limit of 75.

3. Matrix and Supporting Written Material for the Oral Presentation: The written material, including a matrix detailing the participation of each firm and individuals proposed to be utilized, shall not exceed 5 pages. There is no limit on the number of slides.

C. Process

The technical evaluation process has been designed to minimize the proposal and evaluation costs of both the Offeror and the Government. It reduces the Offeror's written submission to essential information upon which to discriminate among Offerors.

After the receipt of offers (proposals) by the Government, every eligible Offeror must make an oral presentation to the Government's Technical Evaluation Team. Paper copies of any slides to be used in the oral presentation and supporting written material (subject to a five-page limit) must be submitted with the proposal. Offerors may not change their presentation slides or supporting written material after this submission. The Technical Evaluation Team will not be provided with copies of the slides or supporting written material until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

It is expected that the oral presentations will begin 16 calendar days after the closing date for receipt of proposals. The presentations will be scheduled as tightly as possible, but the duration of the presentation process will be dependent upon the number of acceptable proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. Eligible Offerors will receive notification at least 10 calendar days in advance by facsimile transmission of letter and/or telephone of the date and time of their scheduled presentation. All Offerors will be asked to confirm their scheduled presentation date and time in writing. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the Contracting Officer.

D. Proposal Emphasis

The Offeror needs to demonstrate its capabilities to perform the full range of required services contained in Section C., in particular Analysis and Planning; Technology Assessment and Development; and System Design, Development, Integration, and Deployment. In addition, the Offeror needs to demonstrate its ability to apply these capabilities to perform these services to the transportation enterprise, e.g., commercial aviation, inter-modal transportation operations and facilities, public transit, and railways.

PARTS OF THE TECHNICAL PROPOSAL

PART 1 - PAST PERFORMANCE (VOLUME II)

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20 percent of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals that is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the contractor may be contacted by the Government and the information received may be used in the evaluation of the Offeror's past performance. Among the factors to be considered is the past performance of large business concerns in complying with Subcontracting Plan goals for small disadvantaged business concerns.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or principal investigators. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime contractor. Include the following information for each contract:

- 1) Name and address of customer
 - 2) Contract number
 - 3) Contract type
 - 4) Total contract value
 - 5) Description of contract work
 - 6) Contracting Officer's address, telephone number and e-mail address
 - 7) Contracting Officer's Technical Representative's address, telephone number and e-mail address
 - 8) Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
 - 9) List of major subcontractors
 - 10) Assessment of relevance to requirements identified in this solicitation.
 - 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.
- c. From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.
- d. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, VNTSC Form 4200.7, included as Attachment J.2, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than

satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted

- e. Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.
- f. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- g. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- h. If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.
- i. The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province Zip/Postal
Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

PART 2 - STAFFING (VOLUME II)

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

A. Program Manager

The Offeror must identify the individual who will serve as the overall Program Manager for this contract and who will be identified under the Key Personnel clause in SECTION I. The individual's resume shall be submitted in accordance with the requirements outlined below.

B. Principal Investigator(s)

A proposed Principal Investigator must be identified for each of the four major functional areas identified in the SOW. An individual may be the Principal Investigator for more than one functional area. One or more of the Principal Investigators may be personnel from subcontractors if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for the proposed Principal Investigator(s) in accordance with the requirements outlined below.

C. Proposed Technical Staff

The purpose of this subcriteria is to assess the capability of the Offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the level of technical expertise, education, and training of the proposed staff.

In addition to the resumes of the proposed Program Manager and Principal Investigators, described above, Offerors shall submit resumes that are representative of the following labor categories, as defined in Attachment J.1:

| <u>Labor Category</u> | <u>No. of Resumes</u> |
|-----------------------|-----------------------|
| Senior Staff | 11 |
| Middle Staff | 6 |
| Staff | 2 |
| Junior Staff | 2 |
| Senior Technician | 3 |
| Technician | 1 |

D. Resume Format

Resumes for the proposed program manager and the technical staff must be representative of, and consistent with, the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable in that relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

Resumes are subject to an overall page limitation of 75 pages. No more than 30 resumes (inclusive of the Program Manager and Principal Investigators) can be submitted in accordance with the above breakdown.

PART 3 - ORAL PRESENTATION (VOLUME III)

TECHNICAL CAPABILITY AND MANAGEMENT APPROACH

A. Topics:

The Offeror shall use the presentation to demonstrate its understanding, approach, and allocation of resources to allow complete evaluation of its capability to provide the PSS-related services. The Offeror shall describe how it plans to meet the requirements of the contract and demonstrate that it has the necessary understanding, expertise, and experience to successfully accomplish the range of tasks described in the SOW. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the prime contractor, proposed subcontractors, and individuals. The Offeror shall describe its approach to forming teams as task orders arise and managing task orders undertaken. The Offeror shall also discuss the critical technical issues in each of the four functional areas within the Statement of Work.

The oral presentation shall not encompass price, cost, or fee.

B. Facilities and Presentation Media:

All presentations will take place at the Volpe Center, 55 Broadway, Cambridge, Massachusetts, in a meeting room sufficiently large to hold 20 people. The Offeror will present from the front of the room. The Government will provide a viewgraph overhead projector and screen for overhead slides. Offerors may not use any other equipment or media. The Government will videotape the presentations.

Offerors must use 8 1/2-inch by 11-inch overhead slides to provide visual support for their presentation. Slide text must be black on a white background. Offerors may use colors other than black on white on graphical slides, e.g., bar charts or pie charts, etc., when color is useful for conveying information.

It is preferred that slide text conform to the following or other similar type face easily readable in an overhead presentation format.

Font: Times New Roman
Size of heading font: 44 points
Size of main text line font: 32 points
Size of subtext line font: 28 points
Lines of text per slide (i.e. number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to content, and to reduce the cost of presentation media. Offerors may place the company name and logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides as stand-alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest.

The Offeror must include in Volume III a matrix detailing how the Offeror has allocated the level-of-effort required, showing hours by names of individuals for whom resumes have been submitted and the team composition (prime and subs) using the RFP labor category descriptions. The matrix must be consistent with Schedules 4 and 5 in the cost proposal and identical to or consistent with the allocation matrix in the cost proposal. In addition to the matrix, the Offeror may submit written information in support of and consistent with its oral presentation. All additional written material must be addressed and discussed during the presentation and will not be evaluated as stand-alone documents. Therefore, charts and matrixes with narrative minimized are preferred. The written material, including the matrix described above, shall not exceed five pages.

The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

C. Participants and Attendees:

The Offeror's presentation must be made by the proposed Program Manager and individuals identified as Principal Investigator(s) in the functional areas and for whom resumes have been provided. The Offeror

may bring no more than seven persons to the oral presentation, including no more than two non-presenting Offeror officials or employees. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation, including responding to questions, unless these individuals have been proposed to play a role as Program Manager or Principal Investigator. During the question-and-answer session, all questions will be directed to the proposed Program Manager who may direct one or more of the Principal Investigators to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal for this procurement shall not be allowed to participate. At the time of the notification of the date and time for its presentation, an Offeror will be informed by the Contracting Officer if any of its proposed principal investigators are ineligible to participate. Substitutions for Principal Investigators will be allowed only for special circumstances approved by the CO.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the CO, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

D. Presentation

The Offeror will have sixty (60) uninterrupted minutes to make its presentation upon the Contracting Officer's direction to begin. The Contracting Officer will strictly enforce the 60-minute time limit. The presentation shall begin with the presenter's introduction of himself/herself and other presenters by name, position, and company affiliation. Following the oral presentation, there will be a recess of approximately twenty (20) minutes. The Offeror will then be presented with up to seven "pop quiz" questions related to the Government's requirements and program objectives. The Offeror will have up to five (5) minutes per question for response time. The Government may request clarification of any points arising from the Offeror's presentation which are unclear or which need further support. However, the Offeror will not be able to modify its offer in response to a "pop quiz" question or request for clarification. Any such interchange between the Offeror and the Government will not constitute discussions or communications within the meaning of FAR 15.306(b). The time required for clarifications will not be counted against the Offeror's time limit.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 GENERAL

- A. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to one or more responsive and responsible Offerors whose offers provide the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range. The Government intends to make a total of four to six awards, but reserves the right to make fewer or more awards, in the best interests of the Government
- B. Order of Importance. The evaluation factors other than cost, i.e., Past Performance, Staffing, Technical Understanding and Management Approach, when combined, are significantly more important than cost in the selection of contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the Past Performance, Staffing, and Technical Understanding and Management Approach of Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards.
- C. Small Business Participation. The first award will be made to a concern that has been certified to participate under Section 8(a) of the Small Business Act under the applicable Standard Industrial Classification (SIC) Code which is considered the best value, provided that an 8(a) eligible firm has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award. The second award will be made to the highest rated small business concern, which is considered the best value, provided that a small business concern has submitted an acceptable proposal and has demonstrated that the firm has the potential to compete successfully for tasks after award, assuming that there are acceptable offers from eligible small businesses, including any unsuccessful Offerors for the 8(a) reserved award. The remaining award or awards will be made to the Offerors that provide the greatest overall value to the Government considering all factors, except business size. This best value selection determination will include all eligible Offerors, including any unsuccessful Offerors for the 8(a) or small business reserved awards.

M.2 TECHNICAL PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Past Performance and Staffing factors, and an oral presentation in which the Offeror will demonstrate Technical Understanding and Approach to Management, as described in detail in Section L.

Criteria for Evaluation. The criteria for evaluation are described below. The three criteria will be given equal weight in evaluating proposals.

A. Past Performance. The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance: (1) quality of product/service; (2) timeliness of performance; (3) cost control; and (4) business relations, including (for large business concerns) compliance with Subcontracting Plan goals for small business, small disadvantaged and women-owned business concerns. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

B. Staffing. The purpose of this criterion is to assess (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Principal Investigator(s) in each of the four functional areas of the SOW, and (3) the depth and breadth of technical staff available in terms of experience, qualifications, and education relevant to systems security as outlined in the SOW. These three subcriteria are of equal importance.

C. Technical Understanding and Management Approach. Evaluation of this factor will be based on an oral presentation by the Program Manager and the Principal Investigator(s) identified under criterion (B) Staffing, above. The purpose of this criterion is to assess (1) the Offeror's technical understanding of the requirements of the SOW, in particular its experience in addressing the critical technical issues in the four functional areas, and (2) the Offeror's approach to and experience in managing task order contracts and teaming at the task level. The first subcriteria is more important than the second.

M.3 COST/BUSINESS PROPOSAL EVALUATION

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with Federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration. The following forms the basis of the cost/business proposal evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs. (NOTE: Proposed costs will be adjusted by the CO to reflect probable cost to the Government, and that "probable cost" will be used for purposes of evaluation to determine the best value to the Government in accordance with FAR 15.404-1(d).)
3. Reasonableness of the proposed fees and profit.
4. Acceptability of Cost Control Plan.
5. The acceptability of the Small Business Subcontracting Plan (Section I, FAR 52.219-9) (applies to large business concerns only).

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS

PHYSICAL SECURITY SYSTEMS

Senior Staff

Bachelor's degree plus ten (10) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a senior staff capacity.

Middle Staff

Bachelor's degree plus five (5) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a middle staff capacity.

Staff

Bachelor's degree plus two (2) or more years of increasingly responsible professional experience, including experience in a technical area directly related to the Statement of Work which is of sufficient complexity to allow the incumbent to perform successfully in a staff capacity.

Junior Staff

Bachelor's degree in a field of study directly related to the Statement of Work.

Senior Technician

A minimum of five (5) years of progressively increasing responsibility in disciplines and/or projects related to the Statement of Work is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

Technician

A minimum of two (2) years of progressively increasing responsibility in disciplines and/or projects related to the Statement of Work is required. Education resulting in a degree or certificate will be considered equal to years of experience on a one-for-one basis.

EQUIVALENCE

A Ph.D. degree in a directly related discipline to the Statement of Work may replace four (4) years of professional experience.

A Master's degree in a directly related discipline to the Statement of Work may replace two (2) years of professional experience.

Three (3) years of progressively responsible work experience in a field directly related to the Statement of Work may replace the Bachelor's degree requirement.

In addition, the contractor may, at the task order level and on a case-by-case basis, offer to the Contracting Officer a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

| Labor Category | Years of Experience | Degree |
|----------------|---------------------|-----------|
| Senior Staff | 6 | Ph.D. |
| | 8 | MS/MA/MBA |
| | 10 | BS |
| Middle Staff | 3 | MS/MA/MBA |
| | 5 | BS |
| Staff | 2 | BS |
| Junior Staff | 0 | BS |

ATTACHMENT J.2 - PAST PERFORMANCE EVALUATION FORM

| VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION | |
|---|---|
| CONTRACTOR PERFORMANCE REPORT | |
| <input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report | From: _____ To: _____ |
| 1. Contractor Name and Address: (Identify Division) | 2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: (Base Plus Options) \$ _____ 4. Contract Award Date: _____ 5. Contract Completion Date: _____ |
| 6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive | |
| 7. Description of Requirement: | |
| 8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary. | |
| a. Quality of Product/Service Comments: | 0 1 2 3 4 |
| b. Cost Control Comments: | 0 1 2 3 4 |
| c. Timeliness Comments: | 0 1 2 3 4 |
| d. Business Relations Comments: | 0 1 2 3 4 |
| e. Overall Satisfaction Rating Comments | 0 1 2 3 4 |
| SOURCE SELECTION INFORMATION – SEE FAR 3.104 | |

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor:

| | |
|--------------|---|
| Top of Form: | Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim". |
| Block 1: | Identify the name and address of the prime contractor. |
| Block 2: | Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number. |
| Block 3: | Contract value or task value, as applicable. Include all options whether or not exercised to date. |

| | |
|----------|--|
| Block 4: | Identify date that contract was awarded or task issued. |
| Block 5: | Identify completion date for contract or task as applicable. |
| Block 6: | All items that apply to the contractor task should be checked. |
| Block 7: | Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance. |

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SOURCE SELECTION INFORMATION – SEE FAR 3.104

| | | | | |
|---|--------------------|------------------------------|--------------------------|-----------------------------|
| 9. Key Personnel: (Fill in as appropriate) | | | | |
| Name/Title: _____ | | Period of Performance: _____ | | |
| Comments: _____ | | _____ | | |
| | | | | |
| Name/Title: _____ | | Period of Performance: _____ | | |
| Comments: _____ | | _____ | | |
| | | | | |
| Name/Title: _____ | | Period of Performance: _____ | | |
| Comments: _____ | | _____ | | |
| | | | | |
| Name/Title: _____ | | Period of Performance: _____ | | |
| Comments: _____ | | _____ | | |
| | | | | |
| 10. Would you recommend this firm for award? Please explain. | | | | |
| | | | | |
| 11. COTR/Program Manager/Tech Monitor Name (Printed): _____ | | Signature _____ | | |
| Phone/FAX/Internet Address: _____ | | Date: _____ | | |
| 12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes | | | | |
| Please attach comments: Number of pages: _____ | | | | |
| 13. Reviewer's Name (Printed): _____ | | Signature _____ | | |
| Phone/FAX/Internet Address: _____ | | Date: _____ | | |
| | | | | |
| 14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes | | | | |
| Please attach comments. Number of pages: _____ | | | | |
| | | | | |
| 15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate. | | | | |
| Quality _____ | Cost Control _____ | Timeliness _____ | Business Relations _____ | Customer Satisfaction _____ |
| 16. Contracting Officer's Name (Printed): _____ | | Signature _____ | | |
| Phone/FAX/Internet Address: _____ | | Date: _____ | | |

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 – Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 – Minimally Acceptable – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 – Satisfactory – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 – Good – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 – Exceptional – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs, including compliance with subcontracting plan goals (for large business concerns).

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.